

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT
C-18-289-12-04

This Agreement is made and entered into effective January 1, 2019 by and among HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas, (“County”) and Palm Valley Animal Center a non-profit corporation organized under the laws of the State of Texas (“Contractor”).

WITNESSETH:

WHEREAS, County has the responsibility and duty to provide a location for impoundment of animals and the quarantine of small animals that are reported to be or which the County has probable cause to believe may have rabies or have exposed an individual to rabies; and

WHEREAS, County does not have facilities to impound or quarantine animals and desires to contract with Contractor having such adequate facilities and services necessary to provide the proper quarantine, tests and other services required by Chapter 826, Texas Health & Safety Code, rules and regulations adopted by County related to local control programs and standards that are in compliance with Chapter 826, Texas Health & Safety Code; and

WHEREAS, Contractor has facilities which qualify as an animal shelter, pursuant to Chapter 826, Texas Health & Safety Code, located within the extraterritorial jurisdiction of the City of Edinburg, Texas and within the extraterritorial jurisdiction of McAllen, Texas, such facilities located in Hidalgo County and suitable for the County to utilize in impounding, quarantining and observing animals, pursuant to Chapter 826, Texas Health & Safety Code, as well as providing a place for persons located outside of the corporate limits of any municipality in Hidalgo County to utilize for placement of unwanted stray or abandoned animals; and

WHEREAS, Contractor is the sole provider of Impoundment and quarantine of small animals in Hidalgo County; and

WHEREAS, Contractor has submitted a proposal to Hidalgo County, Texas to provide facilities to impound, quarantine and observe animals and provide facilities that qualify as animal shelters located in

the City of Edinburg to properly quarantine, test, conduct humane euthanasia and dispose of the animals when necessary and has also agreed to provide the facilities for these purposes for residents for the non-incorporated areas of Hidalgo County who desire to bring unwanted stray animals to the facility:

NOW, THEREFORE, IT IS AGREED by and between County and Contractor as follows:

1. Definitions:

a. "Animals" mean dogs, cats or other small animals that are impounded at the Facilities either by County authorities or by a person residing outside of the corporate limits of municipalities in Hidalgo County.

b. "Animal Shelter" means a facility that keeps, provides a shelter for or legally impounds stray, homeless, abandoned or unwanted animals pursuant to Chapter 826, Texas Health & Safety Code.

c. "Contractor" shall mean Palm Valley Animal Center.

d. "County" means Hidalgo County, Texas.

e. "Director" means Medical Officer and/or Director of the Hidalgo County Health and Human Services Department.

f. "Facilities" mean the Animal Shelter owned by Contractor located within the extraterritorial jurisdiction of Edinburg, Texas.

2. Contractor agrees to provide a proper Animal Shelter regulated by and complying with standards prescribed by Chapter 826, Texas Health & Safety Code, in which Animals may be impounded, quarantined, observed, provided humane euthanasia and disposed of either at the request by County authority or by persons who desire to place stray or abandoned Animals in the Facilities throughout the term of this Agreement under the provisions set forth hereinafter.

Agreement under the provisions set forth hereinafter:

3. The term of this Agreement shall be for multiple years:

a. For the 2019 Contract Year beginning January 1, 2019 and ending December 31, 2019;

b. For the 2020 Contract Year beginning January 1, 2020 and ending December 31, 2020;

c. For the 2021 Contract Year beginning January 1, 2021 and ending December 31, 2021;

4. As consideration for Contractor performing the services enumerated hereinafter, County agrees to pay Contractor a sum equal **to the following rates:**

a. **For the 2019 Contract Year** beginning January 1, 2019 and ending December 31, 2019; the sum of \$90.00(ninety dollars) per each X 8000 (eight thousand) animals for the total of **\$720,000 (Seven hundred and twenty thousand dollars)**. If the County exceeds the 8000 (eight thousand) count of animals as determined by both parties then Palm Valley Animal Center agrees to receive additional animals at the \$90.00 (ninety dollar) flat rate fee for the remainder of contract year. **Contract will be paid monthly \$60,000.00 (sixty thousand dollars) per month.**

b. **For the 2020 Contract Year** beginning January 1, 2020 and ending December 31, 2020; the sum of \$105.00 (one hundred and five dollars) per each X 8000 (eight thousand) animals for a total of **\$840,000 (Eight hundred and forty thousand dollars)**. If the County exceeds the 8000 (eight thousand) count of animals as determined by both parties then Palm Valley Animal Center agrees to receive additional animals at the \$110.00 (one hundred and ten dollars) flat rate fee for the remainder of the year. **Contract will be paid monthly \$70,000.00 (seventy thousand dollars) per month.**

c. **For the 2021 Contract Year** beginning January 1, 2021 and ending December 31, 2021; both parties will review the total animal intake counts for the previous two years (2019/2020) and Palm Valley Animal Center will provide an option to Hidalgo County, Texas to renew at a different rate based on the intake data.

Contractor shall be paid on the first day of each month during the term herein. This fee shall cover all services rendered by Contractor under this Agreement.

5. Contractor shall provide the following services under the terms of the Contract during the term of this Agreement.

a. Contractor shall provide adequate food, water, shelter, confinement and, when situations warrant, humane euthanasia for all impounded or quarantined Animals.

b. Contractor shall provide County with Facilities that are licensed by the Texas Department of Health to operate as a place where legal and healthful impounding or quarantining of

Animals may occur.

c. Contractor shall impound or place in quarantine in the Facilities all Animals required or requested to be impound or quarantined per the authority and direction of the Director who is designated and charged with the enforcement of the Chapter 826, Texas Health & Safety Code, or other State or County regulations. Contractor shall also impound or place in quarantine the Facilities all Animals submitted to Contractor by persons who reside outside of the corporate limits of any municipality in Hidalgo County who desire to place such animals in the Facilities. At no time shall Contractor refuse to house and provide for any such Animals.

d. Contractor shall maintain hours for receiving Animals for housing twenty four (24) hours each day of the week, unless notification to the County is provided by Contractor forty-eight (48) hours prior to any change of such hours of operation. Emergency closing of the Facilities may be necessary and applicable reasons shall be enumerated in the “Force Majeure” action of this Contract.

e. Contractor will, on a “best efforts” basis, attempt to reunite owners with impounded Animals.

f. Contractor will attempt to secure adoptive homes for all unclaimed Animals and shall require that any Animal adopted from said Facilities shall, in the case of mature adult Animals, be surgically altered to prevent conception of offspring.

g. Contractor will provide, at time of animal adoption, programs which provide reduced cost of rabies vaccination for pet animals which may be obtained by the residents. Cost of vaccinations shall be borne by the resident; the County and Contractor shall not be liable for any accident, injury or malevolent occurrence to residents or animals arising from the conducting of said clinics.

h. Contractor will assist County, when requested, into the investigation of animal cruelty.

i. Contractor will coordinate with the County, as needed, to provide the sheltering needs of animals during emergent events or declared disasters.

j. Contractor shall conduct humane euthanasia on Animals when directed by Director.

k. Contractor shall and dispose of all dead Animals by cremating them or properly dispose at landfill designated areas.

l. Contractor shall provide the services for and bear all costs for the preparation and shipment of any Animal to the Texas Department of State Health Services for laboratory testing.

m. Contractor shall provide laboratory testing of **any Animal** that is suspect of rabies,

becomes ill or expires during rabies quarantine, including but not limited to shipping such animal to a facility designated and licensed by the Texas Department of Health, County authorizes its Director to instruct Contractor in the preparation and shipment of any such Animals by verbal order.

n. Contractor shall provide training as educational awareness to the Hidalgo County Animal Control Officers and/or Hidalgo County Health and Human Services staff on the administration of micro-chipping, the use of controlled chemical substance for humane euthanasia to animals and shelter operations.

6. In addition to the consideration paid herein, County shall have the responsibilities under the terms of this Agreement that are listed as follow:

a. County has designated Director as the person whose responsibility shall be the enforcement of Chapter 826, Texas Health & Safety Code and the impounding and quarantine of Animals. Director shall act as the Rabies Health Authority for County and shall act as liaison between County and Contractor at all times when the members of the County Commissioners Court are not available.

b. Contractor shall have the legal authority to administer humane euthanasia to any Animal when, in the opinion of Contractor, the Animal is suffering or moribund from serious injury or illness, even though the seventy-two hour period or impoundment or ten (10) day quarantine has not expired. County shall to the extent provided by law impound and quarantine all Animals that have bitten or that are suspected to have bitten a human in the Facilities for a period of not less than ten (10) days. During this time, the Animal shall be monitored by Contractor for symptoms of rabies. Director or his designee shall inspect such Animals on the first and last day of said period of impoundment or quarantine. In no event shall Contractor release any Animals from such observation until instructed to do so by written instrument issued by the Director or designee. All such Animals will be placed in Contractor's facility for quarantine.

c. County shall establish and appoint an Advisory Committee to assist in complying with Chapter 826, Texas Health & Safety Code, which shall be composed of at least one licensed veterinarian, one county official, one person whose duties include the daily operation of an animal shelter and one representative from an animal welfare organization. County shall use its best efforts to require that this Advisory Committee shall meet at least three times a year.

7. Residents of Hidalgo County shall be allowed to surrender Animals directly to Contractor. Such Animals may be placed for adoption or humanely euthanized by Contractor.

8. If an Animal becomes ill or expires during rabies quarantine, it is the responsibility of Contractor to provide laboratory testing of such Animal in a facility designated and licensed by the Texas Department of State Health Services to accomplish such tests. County hereby authorizes Director to instruct the Contractor in the preparation or shipment of such Animals by verbal order.

9. All official communications and notices between County and Contractor shall be in writing and shall be deemed delivered when placed in the United States mail for delivery to the following address:

If to County: County of Hidalgo
Attn: Valde Guerra, Executive Officer
2818 S. Bus Hwy 281
Edinburg, Texas 78539

If to Company: Palm Valley Animal Center
Attn: Mike Bricker, Interim Executive Director
2501 W. Trenton
Edinburg, TX 78539

10. **Contractors agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Contractors or the acts or omissions of Contractors employees, agents or other representatives, including the violation of any law or regulation related to Contractors duties under this Agreement.**

11. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

12. In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect such shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

13. No amendment, modification or alteration of the terms hereof shall be binding unless the

same be in writing, dated subsequent to the date hereof and duly executed by the parties named herein.

14. Force Majeure. Neither County nor Contractor shall not be required to perform any act, term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure (acts of God), strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, fire, windstorm or any other cause not reasonably in the control of the County or Contractor, which by the exercise of due diligence, County or Contractor is wholly or in part unable to overcome.

15. This Agreement may be terminated by County without cause upon (60) sixty days written notice.

16. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HIDALGO COUNTY.

17. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

18. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.

19. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

20. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the stated or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

22. Contractors, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

23. Appendix II to CFR 200-Contract Provisions. Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

WITNESS our hands in duplicate originals this _____ day of _____, 2018.

COUNTY OF HIDALGO

ATTEST:

By: _____
Honorable Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

PALM VALLEY ANIMAL CENTER:

By: _____
Mike Bricker, Interim Executive Director

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez Jr.

By: _____
Victor M. Garza, Assistant. District Attorney